

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

SYRACUSE MOUNTAINS
CORPORATION,

Plaintiff,

v.

BOLIVARIAN REPUBLIC OF
VENEZUELA,

Defendant.

Civil Action No.: 21-cv-02678

[PROPOSED] DEFAULT JUDGMENT

It is hereby ORDERED, ADJUDGED AND DECREED that Default Judgment is entered in favor of Syracuse Mountains Corporation (“Syracuse”) and against the Bolivarian Republic of Venezuela (“Venezuela”), as follows:

For Venezuela’s breaches of the 13.625% 2018 Bonds (ISIN US922646AT10), Syracuse is entitled to recover from Venezuela:

- a. \$123,027,000.00 for unpaid principal;
- b. \$75,430,929.38 for accrued and unpaid contractual interest on principal through May 3, 2022;
- c. \$16,443,763.79 in statutory prejudgment interest on unpaid contractual interest, at a rate of 9% per annum accruing from the day after each missed interest payment through May 3, 2022;
- d. If this Default Judgment is entered after May 3, 2022, an additional \$21,990.56 for each calendar day following May 3, 2022 until the date on which this Default

Judgment is entered on the docket of the Court;

- e. Attorneys' fees and costs in an amount to be determined; and
- f. Postjudgment interest as set forth in 28 U.S.C. § 1961.

For Venezuela's breaches of the 13.625% 2018 RegS Bonds (ISIN USP9395PAA95), Syracuse is entitled to recover from Venezuela:

- a. \$1,500,000.00 for unpaid principal;
- b. \$919,687.50 for accrued and unpaid contractual interest on principal through May 3, 2022;
- c. \$200,489.69 in statutory prejudgment interest on unpaid contractual interest, at a rate of 9% per annum accruing from the day after each missed interest payment through May 3, 2022;
- d. If this Default Judgment is entered after May 3, 2022, an additional \$268.12 for each calendar day following May 3, 2022 until the date on which this Default Judgment is entered on the docket of the Court;
- e. Attorneys' fees and costs in an amount to be determined; and
- f. Postjudgment interest as set forth in 28 U.S.C. § 1961.

For Venezuela's breaches of the 7.00% 2018 Bonds (ISIN USP97475AD26), Syracuse is entitled to recover from Venezuela:

- a. \$2,500,000.00 for unpaid principal;
- b. \$787,500.00 for accrued and unpaid contractual interest on principal through May 3, 2022;
- c. \$101,315.60 in statutory prejudgment interest on unpaid contractual interest, at a rate of 9% per annum accruing from the day after each missed interest payment through

May 3, 2022;

- d. If this Default Judgment is entered after May 3, 2022, an additional \$233.68 for each calendar day following May 3, 2022 until the date on which this Default Judgment is entered on the docket of the Court;
- e. Attorneys' fees and costs in an amount to be determined; and
- f. Postjudgment interest as set forth in 28 U.S.C. § 1961.

For Venezuela's breaches of the 12.75% 2022 Bonds (ISIN USP17625AC16), Syracuse is entitled to recover from Venezuela:

- a. \$37,020,000.00 for unpaid principal;
- b. \$31,860,337.50 for accrued and unpaid contractual interest on principal through May 3, 2022;
- c. \$6,871,233.70 in statutory prejudgment interest on unpaid contractual interest, at a rate of 9% per annum accruing from the day after each missed interest payment through May 3, 2022;
- d. If this Default Judgment is entered after May 3, 2022, an additional \$9,270.55 for each calendar day following May 3, 2022 until the date on which this Default Judgment is entered on the docket of the Court;
- e. Attorneys' fees and costs in an amount to be determined; and
- f. Postjudgment interest as set forth in 28 U.S.C. § 1961.

For Venezuela's breaches of the 9.00% 2023 Bonds (ISIN USP17625AA59), Syracuse is entitled to recover from Venezuela:

- a. \$607,500.00 for accrued and unpaid contractual interest on principal through May 3, 2022;

- b. \$149,997.23 in statutory prejudgment interest on unpaid contractual interest, at a rate of 9% per annum accruing from the day after each missed interest payment through May 3, 2022;
- c. If this Default Judgment is entered after May 3, 2022, an additional \$181.31 for each calendar day following May 3, 2022 until the date on which this Default Judgment is entered on the docket of the Court;
- d. Attorneys' fees and costs in an amount to be determined; and
- e. Postjudgment interest as set forth in 28 U.S.C. § 1961.

For Venezuela's breaches of the 8.25% 2024 Bonds (ISIN USP97475AP55), Syracuse is entitled to recover from Venezuela:

- a. \$2,475,000.00 for accrued and unpaid contractual interest on principal through May 3, 2022;
- b. \$567,180.74 in statutory prejudgment interest on unpaid contractual interest, at a rate of 9% per annum accruing from the day after each missed interest payment through May 3, 2022;
- c. If this Default Judgment is entered after May 3, 2022, an additional \$728.16 for each calendar day following May 3, 2022 until the date on which this Default Judgment is entered on the docket of the Court;
- d. Attorneys' fees and costs in an amount to be determined; and
- e. Postjudgment interest as set forth in 28 U.S.C. § 1961.

For Venezuela's breaches of the 11.75% 2026 Bonds (ISIN USP17625AE71), Syracuse is entitled to recover from Venezuela:

- a. \$23,059,375.00 for accrued and unpaid contractual interest on principal through

May 3, 2022;

- b. \$5,230,149.05 in statutory prejudgment interest on unpaid contractual interest, at a rate of 9% per annum accruing from the day after each missed interest payment through May 3, 2022;
- c. If this Default Judgment is entered after May 3, 2022, an additional \$6,771.21 for each calendar day following May 3, 2022 until the date on which this Default Judgment is entered on the docket of the Court;
- d. Attorneys' fees and costs in an amount to be determined; and
- e. Postjudgment interest as set forth in 28 U.S.C. § 1961.

For Venezuela's breaches of the 9.25% 2027 Bonds (ISIN US922646AS37), Syracuse is entitled to recover from Venezuela:

- a. \$15,609,375.00 for accrued and unpaid contractual interest on principal through May 3, 2022;
- b. \$3,266,760.34 in statutory prejudgment interest on unpaid contractual interest, at a rate of 9% per annum accruing from the day after each missed interest payment through May 3, 2022;
- c. If this Default Judgment is entered after May 3, 2022, an additional \$4,518.08 for each calendar day following May 3, 2022 until the date on which this Default Judgment is entered on the docket of the Court;
- d. Attorneys' fees and costs in an amount to be determined; and
- e. Postjudgment interest as set forth in 28 U.S.C. § 1961.

For Venezuela's breaches of the 9.25% 2028 Bonds (ISIN USP17625AB33), Syracuse is entitled to recover from Venezuela:

- a. \$7,405,087.50 for accrued and unpaid contractual interest on principal through May 3, 2022;
- b. \$1,828,382.92 in statutory prejudgment interest on unpaid contractual interest, at a rate of 9% per annum accruing from the day after each missed interest payment through May 3, 2022;
- c. If this Default Judgment is entered after May 3, 2022, an additional \$2,210.07 for each calendar day following May 3, 2022 until the date on which this Default Judgment is entered on the docket of the Court;
- d. Attorneys' fees and costs in an amount to be determined; and
- e. Postjudgment interest as set forth in 28 U.S.C. § 1961.

For Venezuela's breaches of the 11.95% 2031 Bonds (ISIN USP17625AD98), Syracuse is entitled to recover from Venezuela:

- a. \$14,115,937.50 for accrued and unpaid contractual interest on principal through May 3, 2022;
- b. \$3,118,447.67 in statutory prejudgment interest on unpaid contractual interest, at a rate of 9% per annum accruing from the day after each missed interest payment through May 3, 2022;
- c. If this Default Judgment is entered after May 3, 2022, an additional \$4,125.12 for each calendar day following May 3, 2022 until the date on which this Default Judgment is entered on the docket of the Court;
- d. Attorneys' fees and costs in an amount to be determined; and
- e. Postjudgment interest as set forth in 28 U.S.C. § 1961.

For Venezuela's breaches of the 9.375% 2034 Bonds (ISIN US922646BL74), Syracuse is

entitled to recover from Venezuela:

- a. \$16,500,000.00 for unpaid principal;
- b. \$6,960,937.50 for accrued and unpaid contractual interest on principal through May 3, 2022;
- c. \$1,582,663.88 in statutory prejudgment interest on unpaid contractual interest, at a rate of 9% per annum accruing from the day after each missed interest payment through May 3, 2022;
- d. If this Default Judgment is entered after May 3, 2022, an additional \$2,044.94 for each calendar day following May 3, 2022 until the date on which this Default Judgment is entered on the docket of the Court;
- e. Attorneys' fees and costs in an amount to be determined; and
- f. Postjudgment interest as set forth in 28 U.S.C. § 1961.

Dated _____, 2022

Honorable Analisa Torres
United States District Judge